



PATENT
Customer No. 22,852
Attorney Docket No. 09362.0001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Kenichi AOYAGI et al.)
Application No.: 09/955,178) Group Art Unit: 1774
Filed: September 19, 2001)
For: TRANSPORT MEMBER) Examiner: C. S. Thompson
) Confirmation No.: 9413
)
)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Nippon Mitsubishi Oil Corporation, duly organized under the laws of Japan, and having its principal place of business at 3-12, Nishi-shimbashi, 1-chome, Minato-ku, Tokyo 105-8412, Japan, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 09/955,178, filed September 19, 2001 for TRANSPORT MEMBER in the names of Kenichi Aoyagi et al., as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 014493, Frame 0325 on September 15, 2003. Assignee further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent Application No. 09/956,184, filed September 19, 2001 (U.S. Patent Publication No. 2003-0054131, published March 20, 2003), as indicated by assignment

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- duly recorded in the United States Patent and Trademark Office at Reel 012311, Frame 0498 on November 23, 2001.

To obviate a double patenting rejection, assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application No. 09/956,184, Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on U.S. Patent Application No. 09/956,184 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of any patent granted on U.S. Patent Application No. 09/956,184, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/956,184 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.

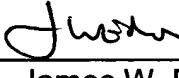
If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
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Dated: November 3, 2004

By: 
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